

CONTRACT DATA SHEET

PSC Type (check one): ☐ New ☒ Renewal ☐ Addendum

Contractor Information

1. Legal Name of Contractor: **Just Solutions, Inc.**
2. Address: **410 West Chestnut, Suite 628**
3. City/ State & Zip: **Louisville, KY 40202**
4. Contact Person Name & Telephone Number: **Janet Jernigan, 502-581-1961**
5. Revenue Commission Taxpayer ID#: **00000000**
6. If registration is not required please explain:
7. Is account in good standing: **Yes**
8. Federal Tax ID # (SSN if sole proprietor): **000-000000**

Department Information

9. Requesting Department: **Neighborhoods-Community Outreach**
10. Contact Person Name & Telephone: **Elizabeth Kinney Hoffman 574-3932/Jackie Bibbs James 574-2340**

Contract Information

11. Not to exceed amount: **\$14,000**
12. Are expenses reimbursed? **No**
13. If yes list allowable expenses and maximum amount reimbursable:
14. Beginning and ending date of the contract: **07/01/08 – 9/30/09 * pending budget approval**
15. Coding: **1101- 710 - 2930 – 291260 - 521301**
16. Scope & Purpose of the contract:

The services of the consultant shall include but not be limited to the following: mediation training programs; developing, promoting, and executing a "Resolving Neighborhood Conflict" training program as requested by Louisville Metro to include designing the registration brochure, printing, and mailing the brochure in conjunction with the Department of Neighborhoods mailing list, take registrations, develop curriculum and handout materials, assess the training with an evaluation form and provide Louisville Metro Department of Neighborhoods with a post-event written report that includes the number of registrations, number of attendees, attendee list with full contact data, copy of all handout materials, tabulation of the seminar evaluation, etc.; mediation referral services; community building programs; and other work as assigned by director to support the mission of the department and all divisions.

Authorizations

CPD County Attorney Review - Approved as to Form:

Department Director: Melissa Meadows Date: 7-8-08
Signature certifies:

- ☒ Funds are available
☒ Contractor is registered and in good standing with the Revenue Commission
☒ Human Relations Commission registration requirements have been met

Cph Risk Management Division of Finance - Certifies Insurance requirements satisfied: 7-10-08

WRITTEN FINDINGS**EXPLAINING NECESSITY FOR USING NONCOMPETITIVE NEGOTIATION FOR PSC**

This document constitutes written request and findings, as required by KRS 45A.380 stating the need to purchase through noncompetitive negotiation for PSC Contract # _____. By the signatures listed below, the Requesting Department has determined, and the Chief Financial Officer concurs, that competition is not feasible because:

_____ A. An emergency exists which will cause public harm as a result of the delay in competitive procedures. **** Mayors Approval required for emergency purchases exceeding \$10,000.**

_____ B. There is a single source within a reasonable geographic area of the supply or service to be procured or leased (attach sole source determination from the Purchasing Department).

 X C. The contract is for the services typically provided by a licensed professional, such as an attorney, architect, engineer, physician, certified public accountant, registered nurse, or educational specialist; a technician such as a plumber, electrician, carpenter, or mechanic; an artist such as a sculptor, aesthetic painter, or musician; or a non-licensed professional such as a consultant, public relations consultant, advertising consultant, developer, employment department, construction manager, investment advisor, or marketing expert and the like.

_____ D. The contract is for the purchase of perishable items purchased on a weekly basis, such as fresh fruits, vegetables, fish, or meat.

_____ E. The contract is for replacement parts where the need cannot reasonably be anticipated and stockpiling is not feasible.

_____ F. The contract is for proprietary items for resale.

_____ G. The contract or purchase is for expenditures made on authorized trips outside the boundaries of the city.

_____ H. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids.

_____ I. The contract is for group life insurance, group health and accident insurance, group professional liability insurance, worker's compensation insurance, or unemployment liability insurance.

_____ J. The contract is for a sale of supplies at reduced prices that will afford a purchase at savings to the Metro Government.

_____ K. The contract was solicited by competitive sealed bidding and no bids were received from a responsive and responsible bidder.

_____ L. Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder.

Melissa Muslim 7-8-08
Requesting Department Director Date

Cabinet Secretary Date
(When required by cabinets policy)

**Mayor Date
****Signature is required only for Written Finding A**

AGREEMENT

THIS PROFESSIONAL SERVICE CONTRACT, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **DEPARTMENT OF NEIGHBORHOODS** herein referred to as “**METRO GOVERNMENT**”, and **JUST SOLUTIONS, INC.**, with offices located at 410 West Chestnut Street, Suite 628, Louisville, Kentucky 40202, herein referred to as “**CONSULTANT**”,

WITNESSETH:

WHEREAS, the Metro Government is in need of certain professional services with respect to mediation training programs and developing, promoting, and executing a “Resolving Neighborhood Conflict” training program; and

WHEREAS, the Consultant has been determined by the Metro Government to have the necessary experience, expertise and qualifications to provide those services,

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

I. SCOPE OF PROFESSIONAL SERVICES

A. Consultant shall, at the request of the Metro Government, provide services under the terms of this professional Agreement. The Consultant’s work product may be reviewed from time to time by the Metro Government for purposes of determining that the services provided are within the scope of this Agreement.

B. Consultant, while performing the services rendered pursuant to this Agreement, may incidental thereto utilize agents or employees of such Consultant. However, such use must be documented in the monthly invoice submitted for those services rendered.

C. If from time to time Consultant needs to utilize the records or personnel of the Metro Government relative to performing the services required of this Agreement, then Consultant shall notify the proper agent of the Metro Government of this need and arrangements may be made for that contingency. However, at no time shall the Metro Government make available its resources without the full consent and understandings of both parties.

D. The services of Consultant shall include but not be limited to the following:

Mediation training programs; developing promoting, and executing a "Resolving Neighborhood Conflict" training program as requested by Louisville Metro to include designing the registration brochure, printing, and mailing the brochure in conjunction with the Department of Neighborhoods mailing list, taking registrations, developing curriculum and handout materials, assessing the training with an evaluation form and providing Louisville Metro with a post-event written report that includes the number of registrations, number of attendees, attendee list with full contact data, copy of all handout materials, tabulation of the seminar evaluation, etc.; mediation referral services; community building programs; and other work as assigned by the director to support the mission of the department and all divisions, all in accordance with Exhibit A, attached hereto and made a part hereof.

E. The work product or deliverables of Consultant shall include but not be limited to the following:

Assessments, post event reports, curricula, handouts.

II. FEES AND COMPENSATION

A. Consultant shall be reimbursed for professional services rendered according to the terms of this Agreement, and as stated in Exhibit A, attached hereto.

Total compensation payable to Consultant for services rendered pursuant to this Agreement, including out-of-pocket expenses, shall not exceed **FOURTEEN THOUSAND DOLLARS AND NO CENTS (\$14,000.00)**.

B. Unless otherwise agreed to in writing by the Metro Government, services shall be rendered and payment therefor shall be made at monthly intervals throughout the duration of this Agreement. Payment shall only be made pursuant to a detailed invoice presented monthly, which invoice shall indicate a descriptive daily accounting of the hours expended in service under the contract, the particular nature of such service and out-of-pocket expenses. Copies of invoices or receipts for out-of-pocket expenses and other third party charges must be included with the Consultant's invoice when payment is requested. In the event payment is made in lump sum at the end of the service period, Consultant's final invoice shall indicate a descriptive daily accounting of hours expended as described heretofore.

C. Consultant shall only be reimbursed out-of-pocket expenses if they are reasonable in amount and necessary to accomplish the scope of services of this contract. The Metro Government will not reimburse first class air fare, personal phone calls, short term parking expenses, or other premium type expenses. The Metro Government reserves the right to reduce or disallow expenses considered excessive or unnecessary under this contract.

D. Consultant, to the extent that it provides the same or related services to other parties agrees to pro-rate its billings and out-of-pocket expenses to the Metro Government which are of benefit to the other parties and to provide documentation to all parties to verify the pro-ration of such billings and expenses. In no event will the

Metro Government pay bills or expenses which are considered to be double billing (i.e. billing two different parties for the same work or expense).

III. DURATION

A. This is a professional service contract which shall begin July 1, 2008 and shall continue through and including September 30, 2009. Continuation of the Agreement beyond June 30, 2009, is contingent upon budget approval.

B. This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. This Agreement may also be terminated by any party, without notice to the non-terminating party, because of fraud, misappropriation, embezzlement or malfeasance or a party's failure to perform the duties required under this Agreement. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

C. In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement. In the event that, during the term of this Agreement, the Metro Council fails to appropriate funds for the payment of the Metro Government's obligations under this Agreement, the Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made. The Metro Government shall deliver notice to Consultant of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made, and other work as assigned by the director to support the mission of the department and all divisions.

IV. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Consultant to be an officer or official of the Metro Government. By executing this Agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

V. RECORDS-AUDIT

Consultant shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Consultant's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Consultant shall include (without limitation): (a) payroll records accounting for total time distribution of Consultant's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Consultant's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

VI. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

The Consultant shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials,

employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Consultant's (or Consultant's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

VII. REPORTING OF INCOME

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate contractors. Consultant agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Consultant further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

VIII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All

parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

IX. AUTHORITY

The Consultant, by execution of this Agreement, does hereby warrant and represent that he is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Agreement.

X. CONFLICTS OF INTEREST

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of

any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

XI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

XII. OCCUPATIONAL HEALTH AND SAFETY

Consultant agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. Consultant also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions detected at any Metro-owned property where Consultant performs work under this Agreement. Consultant agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

XIII. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

XIV. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it

enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

XV. COUNTERPARTS

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

XVI. CALCULATION OF TIME

Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Consultant is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

XVII. CAPTIONS

The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

XVIII. VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS

The Consultant shall reveal any final determination of a violation by the Consultant or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor. The Consultant shall be in continuous compliance with the provisions of

KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor for the duration of the contract.

WITNESS the agreement of the parties hereto by their signatures affixed hereon.

**APPROVED AS TO FORM AND
LEGALITY:**

**LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT
DEPARTMENT OF NEIGHBORHOODS**



**IRV MAZE
JEFFERSON COUNTY ATTORNEY**

By: Melissa Mushor

Title: Director

Date: 6/12/08

Date: 7-8-08

CONSULTANT

JUST SOLUTIONS, INC.

By: Janet A. Jernigan

Title: Executive Director

Date: 6-19-08

**Taxpayer Identification No.
(TIN):** _____

**Louisville/Jefferson County
Revenue Commission Account
No.:** _____

Exhibit A

PSC with Louisville Metro Department of Neighborhoods and Just Solutions Inc.
2008-2009

Billing

Just Solutions will bill the Department of Neighborhoods monthly with invoices addressed to:
Louisville Metro Department of Neighborhoods
Attn: Business Office
400 South First Street
Louisville, KY 40202

Invoices

Just Solutions will invoice the Department of Neighborhoods monthly. In order for us to be able to process payment, a detailed monthly invoice must include: date work performed, person or staff member who performed work, group or association to whom you delivered service, Metro Council district of group/association, time, hours of work, hourly fee associated with staff person who performed the service, and total invoice amount for that service.

Any delay in invoicing submitted on a monthly basis can and will result in a delay in payment. In addition, ALL June invoices must be tendered via fax, email or in person for payment to our office at 400 South 1st Street by close of business on **Monday, June 30, 2009**.

Questions About Invoice Payments

Any questions about invoice payments should be directed to:
Elizabeth Kinney Hoffman, Community Outreach
502-574-3932

Fees

Louisville Metro Department of Neighborhoods has agreed to pay the following fees for service:
Facilitator - \$100
Moderator - \$100

Amount of Contract

Amount of contract will not exceed \$14,000. Contractor will need to forecast service needs based on services delivered and let Department of Neighborhoods know if we will run out of contract funds before the end of the contract term.

Program Details

1. Neighborhood Conflict Resolution Training Classes
Just Solutions will conduct two training classes
TBD, 2009
TBD, 2009

Just Solutions will deliver to the Department of Neighborhoods within 7 working days after the training date the following:

Pre-Registration numbers, on site registration numbers, no-show numbers, final total registration numbers

Evaluation forms tabulated

Just Solutions will work with Neighborhoods to develop breakout examples that more directly reflect

Neighborhood issues

Just Solutions will promote the training class on their web site and to their client lists

2. Neighborhood Mediation Program

Just Solutions will provide individual and group mediation services to neighborhood and community groups. The referrals for this work will come from the Department of Neighborhoods and the Metro Council. Just Solutions will write up this service in a program format similar to the "Legal Referral Service" program, deliver electronically to Neighborhoods for edits and approval before posting a copy to the Just Solutions web site.

3. Mayor's Neighborhood Summit

Just Solutions will be a partner agency for the Mayor's Neighborhood Summit and assist with workshop development and training opportunities.

4. Other Partnerships

The Department of Neighborhoods may assign other projects and service needs to Just Solutions through this contract.

5. Just Solutions will meet with the Department of Neighborhoods in March 2009 to evaluate the prior year and make plans for the future year service.

6. All work developed by Just Solutions for the Department of Neighborhoods through this contract becomes the property of Louisville Metro Government.

RESOLUTION NO. _____, SERIES 2008

A RESOLUTION PURSUANT TO ORDINANCES 126 AND 127, SERIES 2008, APPROVING THE APPROPRIATION TO FUND THE FOLLOWING NONCOMPETITIVELY NEGOTIATED RENEWAL CONTRACT – JUST SOLUTIONS, INC. - \$14,000.00.

Sponsored By: _____

BE IT RESOLVED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (THE COUNCIL) AS FOLLOWS:

SECTION I: The following appropriation for the listed contract is hereby approved:

DEPARTMENT OF NEIGHBORHOOD

\$14,000.00 for a noncompetitively negotiated renewal Professional Service Contract with JUST SOLUTIONS, INC. for professional consultation services regarding mediation training programs and developing, promoting, and executing a "Resolving Neighborhood Conflict" training program from July 1, 2008 thru September 30, 2009.

SECTION II: This Resolution shall take effect upon its passage and approval.

Kathleen J. Herron
Metro Council Clerk

Jim King
President of the Council

Jerry E. Abramson
Mayor

Approval Date

APPROVED AS TO FORM AND LEGALITY:

Irv Maze
Jefferson County Attorney

BY: _____

[GK/as/2008 RES/DON & JUST SOLUTIONS]

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